

U.S. Consulate General Shanghai

Date: Aug 28th, 2015

To: Prospective Quoters

Subject: Request for Quotations for Cooling Tower

The U.S. Consulate General Shanghai has a Request for Quotation (RFQ) for cooling tower. Please find the required specifications and SOW in next pages. To submit a quotation, please submit in Chinese Renminbi to the following address or email to: ShanghaiGSOProcurement@state.gov. VAT should be indicated in the quote as a separated line item

**ATTN: GSO/Procurement
U.S. Consulate General Shanghai
1469 Huai Hai Zhong Lu
Shanghai, China 200031**

The U.S. Government intends to award a contract to the responsible company submitting an technically acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

As per US Federal Government Acquisition Regulation all government purchases over \$25,000, the vendor MUST finish the registrations of foreign vendors under the System for Award Management SAM (formerly CCR) through www.sam.gov. The U.S. Government will electronic fund transfer the payment within 30 days after we receiving the satisfied service or valid Fapiao or SAM registration certification, whichever is later.

Please also see clauses regarding U.S. Government regulations for procurement.

Quotations are due by **Sept. 16, 2015**

Sincerely,

Cindy Richards
Contracting Officer

STATEMENT OF WORK

TO

Replace the Cooling Tower

At the

U.S. Consulate General Shanghai, China

September 1, 2015

**United States Department of State
U.S. Consulate General
Shanghai, China**

1.1 GENERAL INFORMATION

The U.S. Consulate General Shanghai has a requirement to replace the existing 48 ton cooling tower located on the U.S. Consulate General compound at 1469 Huai Zhong Lu. The project will entail two (2) phases: Phase I the site survey and Phase II will include removal of the existing cooling tower, procurement and installation of the new cooling tower.

The principal work involves the replacing of the existing 48 ton cooling tower with a new closed circuit cooling tower.

2.0 PROJECT DESCRIPTION

The current cooling tower is a 48 ton closed circuit manufactured by Baltimore Aircoil Company (BAC).

Phase I – Perform a site survey on Friday, September 4, at 2:30 p.m.

Phase II – Materials procurement of the new cooling tower and demolish of the existing and replacing it with new.

2.1 **Phase I – Perform a site survey:**

The contractor shall come to post and perform a site survey of the existing cooling tower. This meeting will be held on Friday, September 4 at 2:30 p.m.

2.2 **Phase II – Materials procurement of the new cooling tower and demolish of the existing and replacing it with new.**

After award the contractor will procure the new cooling tower. The contractor will demolish and remove the existing cooling tower and replace it with the new one.

3.0 LIST OF ATTACHMENTS

Closed Circuit Cooling Tower Specifications

1.0 Closed Circuit Cooling Tower

1.1 General: Furnish and install factory assembled, forced draft, centrifugal fan, closed circuit cooling tower with vertical air discharge, conforming in all aspects to the specifications and schedules as shown on the plans. Overall dimensions shall not exceed approximately 12 ft long x 4 ft wide x 10 ft 9 in high. The total connected fan horsepower shall not exceed 15 HP. The total connected pump horsepower shall not exceed 1.5 HP. The closed circuit cooling tower(s) shall be Baltimore Aircoil Company Model VF1-048-21F or Equal.

1.2 Thermal Capacity (water as heat transfer fluid): The closed-circuit cooling tower(s) shall be warranted by the manufacturer to cool 166 USGPM of water from 98.6°F to 89.6°F at 82.84°F entering wet-bulb temperature. The thermal performance shall be certified by the

Cooling Technology Institute in accordance with CTI Certification Standard STD-201. A manufacturer's performance guarantee or performance bond without CTI Certification will not be accepted.

1.3 Corrosion Resistant Construction: Unless otherwise noted in this specification, all steel panels and structural members shall be protected with the BALTIBOND® Corrosion Protection System. The system shall consist of G-235 (Z700 metric) hot-dip galvanized steel prepared in a four-step (clean, pre-treat, rinse, dry) process with an electrostatically sprayed, thermosetting, hybrid polymer fuse-bonded to the substrate during a thermally activated curing stage and monitored by a 23-step quality assurance program. Coatings other than the BALTIBOND® Corrosion Protection System must be submitted to the engineer for pre-approval. Approved equals must have undergone testing, resulting in the following results as a minimum:

1. When X-scribed to the steel substrate it shall be able to withstand 6000 hours of 5% salt spray per ASTM B117 without blistering, chipping, or loss of adhesion.
2. When X-scribed to the steel substrate it shall be able to withstand 6000 hours of exposure to acidic (pH=4.0) and alkaline (pH=11.0) water solutions at 95°F (35°C) without signs of chemical attack.
3. Shall withstand impact of 160 in-lbs per ASTM D2794 without fracture or delamination of the polymer layer.
4. Shall with stand 6000 hours of ultraviolet radiation equivalent to 120,000 hours of noontime sun exposure without loss of functional properties.
5. Shall withstand 200 thermal shock cycles between -25°F and +180°F (-32°C and 82°C) without loss of adhesion or other deterioration.
6. Shall withstand 6000 hours of exposure to 60 psi (42,184 kg/m²) water jet without signs of wear or erosion.

1.4 Quality Assurance: The closed circuit cooling tower manufacturer shall have a management system certified by an accredited registrar as complying with the requirements of ISO-9001:2000 to ensure consistent quality of its products and services. Closed circuit cooling tower manufacturers that are not ISO-9001:2000 certified shall provide an additional year of warranty to the customer at no additional cost.

2.0 Construction Details

2.1 Tower Structure: The closed circuit cooling tower shall be constructed of heavy-gauge steel utilizing double-brake flanges for maximum strength and rigidity and reliable sealing of water-tight joints. All sheared edges shall be protected with a coating of zinc-rich compound.

2.2 Casing Assembly: The closed circuit cooling tower shall include a coil casing section

consisting of a serpentine coil, spray water distribution system, and drift eliminators, as indicated by the manufacturer. PVC drift eliminators shall be removable in easily handled sections. They shall incorporate a minimum of three changes in air direction.

2.3 Coil Assembly: The cooling coil shall be fabricated of continuous lengths of all prime surface steel at the manufacturer's own facility, and hot-dip galvanized after fabrication. The cooling coil shall be pneumatically tested at 375 psig (2,865 kPa). The cooling coil shall be designed for low pressure drop with sloping tubes for free drainage of fluid and shall be ASME B31.5 compliant. Maximum allowable working pressure shall be 300 psig (2,068 kPa) (280 psig (1,931 kPa) for coils supplied with a CRN).

2.4 Water Distribution System: Water shall be distributed evenly over the coil at a minimum flow rate of 4.5 gpm/ft² to ensure complete wetting of the coil at all times. The distribution system shall consist of large-diameter, non-clog, plastic 360° distribution nozzles spaced across the coil face area in Schedule 40 PVC spray branches by snap-in rubber grommets, allowing quick removal of individual nozzles or complete branches for cleaning or flushing. Nozzles shall utilize a two-stage diffusion pattern to provide overlapping, umbrella spray patterns that create multiple intersection points with adjacent nozzles.

2.5 Spray Pump System: The closed circuit cooling tower shall include a close-coupled, bronze-fitted centrifugal pump equipped with a mechanical seal, mounted on the basin and piped to the suction strainer and water distribution system. It shall be installed so that it can be drained when the basin is drained. The pump assembly shall include a metering valve and bleed line to control the bleed rate from the pump discharge to the overflow connection. The pump motor shall be totally enclosed fan cooled (TEFC) type suitable for 380 volts, 3 phase, 50 Hz electrical service.

2.6 Basin Assembly: The combination basin/fan section shall be constructed of heavy-gauge G-235 (Z700 metric) galvanized steel. The basin shall be provided with large area lift out strainers with perforated openings sized smaller than the water distribution nozzles and an anti-vortexing device to prevent air entrainment. The strainer and vortex device shall be constructed of the same material as the cold water basin to prevent dissimilar metal corrosion.

3.0 Mechanical Equipment

3.1 Fan System: The fans and motors shall be factory installed at the base of the unit in the dry entering air stream to provide greater reliability and ease of maintenance. The forwardly curved centrifugal fans shall be heavy-duty centrifugal flow type, statically and dynamically balanced prior to shipment. Fan housings shall have curved inlet rings for efficient air entry and rectangular discharge cowls shall extend into the basin to increase fan efficiency and prevent water from entering the fans.

3.2 Bearings: Fans shall be mounted on a steel fan shaft supported by heavy-duty self-aligning; relubricatable bearings with cast iron housings and designed for a minimum L10 life

of 40,000 hours (280,000 hrs average life).

3.3 Fan Motor/Drive System: Fan motor(s) shall be totally enclosed fan cooled (TEFC) type with a 1.15 service factor, suitable for 380 volts, 3 phase, 50 Hz electrical service and shall be mounted on an easily adjusted, heavy-duty motor base. V-belt drives shall be designed for not less than 150% of motor nameplate horsepower.

3.4 Mechanical Warranty: The fan(s), fan shaft(s), bearings, supports, and fan motor(s) shall be warranted against defects in materials and workmanship for a period of five (5) years from date of shipment.

3.5 ENERGY-MISER® Fan System: Two single speed fan motors, one sized for full speed and load, the other sized for 2/3 speed and approximately 1/3 of full load horsepower shall be provided in each cell for capacity control and standby protection from drive or motor failure. Two speed motor(s) is not an acceptable alternative.

4.0 Sound

4.1 Sound Level: To maintain the quality of the local environment, the maximum sound pressure levels (dB) measured 50 ft from the closed circuit cooling tower operating at full fan speed shall not exceed the sound levels detailed below.

Location	63	125	250	500	1000	2000	4000	8000	dB(A)
Discharge	59	61	59	58	58	55	52	49	62
Air Inlet	65	63	60	59	58	56	53	50	63
Cased Face	62	60	55	53	51	47	44	40	56

5.0 Accessories

5.1: Basin Heaters: NOT NEEDED.

5.2 Basin Water Level Control: The cooling tower manufacturer shall provide an electric water level control (EWLC) system. The system shall consist of water level sensing and control units in quantities and locations as indicated on the drawings. Each water level sensing and control unit shall consist of the following: NEMA 4 enclosure with gasketed access cover; solid state controls including all necessary relays and contacts to achieve the specified sequence of operation; stainless steel water level sensing electrodes with brass holder; Schedule 40 PVC standpipe assembly with vent holes, and all necessary stainless steel mounting hardware. Provide PVC union directly below the control enclosure to facilitate the removal and access of electrodes and control enclosure.

The number and position of water level sensing electrodes shall be provided to sense the following: high water alarm level, high water level (make-up valve closes), low water level (make-up valve opens), low water alarm, and heater safety cutout.

5.3 Vibration Cutout Switch: Provide mechanical local reset vibration switch. The

mechanical vibration cut out switch will be guaranteed to trip at a point so as not to cause damage to the cooling tower. To ensure this, the trip point will be a frequency range of 0 to 3,600 RPM and a trip point of 0.2 to 2.0 g's.

5.4 Basin Sweeper Piping: The cold water basin of the cooling tower shall be equipped with PVC sump sweeper piping for a separator (supplied by others).

5.5 Intake Sound Attenuation: The unit shall be equipped with intake sound attenuators consisting of fiberglass acoustical baffles encased in steel to further reduce sound levels.

5.6 Discharge Options: The unit shall be equipped with a tapered hood lined with sound absorbing fiberglass acoustical baffles to reduce sound levels from the top of the unit.

6.0 Equipment Controls

6.1 Enclosed Controls: An enclosed control panel shall be provided for each cell of the evaporative cooling equipment. The panel shall include full voltage, non-reversing (FVNR) fan motor and pump motor (if applicable) starters in a common enclosure. The panel shall be provided with a main a circuit breaker disconnect and a separate circuit breaker for each motor or speed. Fuse protection will not be accepted. Panels containing basin heaters shall have an Earth Leakage Breaker containing ground fault protection. Starters above 25 A shall be NEMA rated. IEC starters will be accepted for motors below 25 A. Panel shall include a 120V/60Hz control power transformer, Hand-Off-Auto switches for each starter or contactor, and pilot lights for each component. Enclosed controls shall be provided in a NEMA (1) (3R) (4) (4X) (12) enclosure.

6.2 Safety Switch(es): A heavy-duty, non-fusible safety disconnect switch shall be provided by the manufacturer of the evaporative cooling equipment. Switch shall be single-throw, 3-pole design, rated up to 600 VAC. Switch shall have triple padlocking capability, a visible double break rotary blade mechanism, a clearly visible On/Off handle, an interlocking mechanism to prevent door opening with handle in On position, and a clear line shield. Safety switch shall be provided in a NEMA (1) (3R) (12) enclosure.

END OF STATEMENT OF WORK

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY
OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-73-75)**

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	MAY 2014
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by	APR 1984

	Defense Base Act insurance)	
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The following clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—
COMMERCIAL ITEMS (JUN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Jul 2010) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

- ___ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ___ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ___ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- ___ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ___ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- _X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (43) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

___ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (46) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (54) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas	JUL 1988

	post)	
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)